

**ARLINGTON POLICE RANKING OFFICERS ASSOCIATION
112 MYSTIC STREET
ARLINGTON, MASSACHUSETTS 02474**

7/14/2007

To: Ms. Caryn Malloy
From: Sgt. Rick Pedrini

Subj: Updated Contract

Ms. Malloy,

The enclosed contract has been reviewed and includes the most recent MOU's. Please consider this a signed copy for Labor Relations. If you would like to update it with our most recent MOU, please feel free to do so. Feel free to call me at 617-828-4661 and as always, I am available to meet with you on this matter.

Sincerely,


Sgt. Richard Pedrini

TOWN OF ARLINGTON
PERSONNEL DEPARTMENT
2007 JUL 18 A 9 53

AGREEMENT
BETWEEN
TOWN OF ARLINGTON
and
ARLINGTON RANKING OFFICERS ASSOCIATION

Expiring June 30, 2006

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ARTICLE I

Recognition

The Town recognizes the Association as the exclusive bargaining agent for the purpose of collective bargaining for all sergeants, lieutenants and captains employed in the Police Services Division of the Town, excluding all other employees.

ARTICLE II

Member Rights and Representation

Section 1.

Members have, and shall be protected in the exercise of, the right, freely and without fear of penalty or reprisal, to join and assist the Association. The freedom of members to assist the Association shall be recognized as extending to participation in the management of the Association and acting for the Association in the capacity of an Association officer or representative, or otherwise, and including the right to represent Association views and positions to the public, to officials of the Town and the Police Services Division, to members of the Town Meeting and of the General Court, or to any other appropriate authority or official.

Without limiting the foregoing, the Town agrees that it will not aid, promote, or finance any labor group or organization purporting to engage in collective bargaining or make any agreement with any such group or organization which would violate any rights of the Association under this Agreement or the law.

Further, no representative, Divisional official, or agent of the Town shall:

- (a) Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association
- (b) Interfere with the formation, existence, operation or administration of the Association;
- (c) Discriminate in regard to employment or conditions of employment in order to discourage or encourage membership in the Association; or
- (d) Discriminate against an employee because he/she has given testimony or taken part in any grievance procedure, or other hearings, negotiations or conferences for or in behalf of the Association.

Section 2.

The members of the Association Bargaining Committee, not to exceed three (3), who are scheduled to work a day tour of duty during collective bargaining negotiations or who are on a "short-day" so-called between two night tours of duty, shall be granted a leave of absence without loss of pay or benefits for all meetings between the Town and the Association for the purpose of negotiating the terms of a contract, or supplements thereto. Such meetings shall normally be scheduled for the day-time, but if such negotiations continue into the evening hours, such members then working a night tour of duty shall similarly be granted leave of absence without loss of pay or benefits for all such meetings.

Section 3.

Officers, representatives, or grievance committee members, not to exceed two (2), shall be granted leave of absence without loss of pay or benefits for time required to discuss and process grievances with the members or others involved, and to participate in any grievance step or in an arbitration procedure consequent thereupon. Such officers, representative or grievance committee members, who work with any night platoon, shall have their hours and schedule of work accordingly adjusted to effectuate the purposes of this Section.

Section 4.

Association officers and shift representatives shall be permitted:

- (a) to discuss official Association business with the Director of Police Services and/or Director of Community Safety at mutually convenient times;
- (b) to discuss official Association business with members prior to on-duty roll call or following off-duty roll call;
- (c) to discuss official Association business with members during work, provided such discussion does not interfere with police business, and further provided, that this clause is not deemed to permit union meetings or group discussions during work.

ARTICLE III

Payroll Deduction of Association Dues and Agency Service Fee

Section 1.

Agency Fee

In accordance with Chapter 1078 of the Acts of 1973, as amended by Chapter 903 of the Acts of 1977, it shall be a condition of employment that all members in the bargaining unit who are not members of the association in good standing and who have been employed for thirty (30) days or more, shall pay the association an agency service fee subject to the application statutory conditions.

The Association agrees to indemnify the Town for damages which the Town may be requested to pay an administrative agency or court of competent jurisdiction of last resort as a result of the Towns compliance with this Section, provided that any such sum of damage is limited to the amount deducted from and payable to the particular suitors (claimants) who are named party or parties plaintiffs but to no other person.

Section 2.

Payroll Deduction of Association Dues and Agency Fees

In accordance with the provisions of General Laws, Chapter 180, Section 17 as amended, the Town agrees to deduct weekly, if practicable, otherwise bi-weekly from the pay of each member in the bargaining unit who properly authorizes it all Association dues and agency services fees which are owed to the Association.

ARTICLE IV

Management Rights, Employer Obligations and Employee Benefits and Practices

Section 1.

Notwithstanding the provisions of this Agreement and subject to applicable law the Town reserves and retains all the lawful regular and customary rights and prerogatives of municipal management. The provisions of this Agreement supersede any conflicting rule or regulation of the Police Services Division.

Section 2.

There shall be no strikes during this Agreement.

Section 3.

The Town reserves the right to require, at its expense, annual medical examinations to determine fitness for work.

Section 4.

Except as modified or improved in this Agreement, all jobs benefits or practices specified in Article 7c of the Town by-laws or as uniformly applicable to bargaining unit members will continue in force during the terms of this Agreement.

ARTICLE V

Grievance and Arbitration Procedure

Section 1.

A grievance is defined as a dispute concerning the interpretation or application of the Agreement and shall be processed as follows:

- Step 1. Within thirty days of the occurrence or reason to know of the incident upon which the grievance is based, the grievance shall be submitted by the member and/or his Association representative to the officer in charge of the appropriate bureau to which the grievance pertains or his platoon who shall attempt to resolve the grievance informally.
- Step 2. If the grievance is not resolved within seven days after its submission at Step 1, it may be submitted in writing to the Director of Police Services who will meet the Association grievance committee not to exceed two within 5 days and who shall answer the grievance in writing within five days of such meeting.
- Step 3. Then to the Director of Community Safety.
- Step 4. If the written grievance is not resolved at Step 2 or 3 or answered by the Director of Police Services or the Director of Community Safety within the 5-day period, it may be submitted to the Town Manager within 7 days after said 5-day period. The Town Manager or his designee may meet with the Association Grievance Committee within five days and shall answer the grievance in writing within five days of such meeting.
- Step 5. If the written grievance is not resolved at Step 4 or answered by the Town within said 5-day period, the Association, and not any individual member, may submit the grievance to arbitration by written notice to the Town Manager within 20 days after said 5-day period.

If the parties do not agree on an arbitrator, the Association may submit the grievance to the State Board of Conciliation and Arbitration or to the American Arbitration Association for proceeding in accordance with its then voluntary arbitration rules. Such submission must be within 30 days after written notice to the Town Manager. The decision of the arbitrator shall be final and binding, provided that the arbitrator shall not alter, amend, add to or subtract from the express provisions of this Agreement. The fee of the Arbitrator and the American Arbitration Association shall be shared equally by the parties.

Section 2.

A grievance shall be deemed waived unless submitted at each step by the aggrieved member and/or the Association Representative within the time limits provided, unless extended by mutual agreement of the parties acting at each step.

Section 3.

A written grievance shall identify the specific Article(s) of the Agreement of which a violation is claimed.

Section 4.

Both parties agree to cooperate in processing grievances requiring rapid resolution. This provision is not intended to require use of the AAA's arbitration procedure.

Section 5.

Grievances of a general nature which effect a group or class of members may be filed at Step 2.

Section 6.

Reasonable time off without loss of pay shall be granted to witnesses requested by the Association, when in Agreement with the Town of Arlington.

Section 7.

Any matter which is subject to the jurisdiction of the Civil Service Commission (e.g., discharge or suspension) or retirement board shall not be a subject of grievance or arbitration, unless the member elects and the parties (Town and Association) agree to use binding arbitration in accordance with Section 8 of Chapter 150E.

ARTICLE VI

Personnel Interrogation Procedure

No member of the Police Services Division shall be required as requested, directly or indirectly, to submit to interrogation which could lead to disciplinary action, except in accordance with the following rules:

- 1. The interrogation of a member of the Division shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise. Where practicable, interrogations should be scheduled for the daytime, and reassignment of the member to a day tour of duty in lieu of his next regularly scheduled tour of duty may be employed or said member shall be compensated on an overtime service basis. No member shall suffer loss of pay for time spent under interrogation.
- 2. The interrogation shall take place at the Police Station.
- 3. Said member shall be informed of the rank, name and command of the officer in charge of the investigation, as well as the rank, name and command of the interrogating officer and all persons present during the investigation.
- 4. Said member shall be informed of the nature of the investigation before any interrogation commences, including the name of the complainant(s). The address of the complainant(s) and/or witnesses need not be disclosed; however, sufficient information to reasonably apprise the member of the allegations should be provided. If the complaint is filed in writing or has been or can be reduced to writing by the Division, a copy shall be furnished to said member. If it is known that the member being interrogated is a witness only, he/she should be so informed at the initial stage, and no statements, oral or written, given or requested of him/her, may, at any later point or stage, be used as the basis of

any misconduct or other charges against him/her. If such statements or any information thereby imported are used in any way against said member, any charge emanating therefrom shall forthwith be dismissed and quashed.

- 5. The interrogation shall be completed with reasonable dispatch. Reasonable respites shall be allowed. Time shall also be provided for personal necessities, meals, telephone calls, and rest periods as are reasonably necessary. Said member shall be afforded full time and opportunity to have access to his/her notes and any witnesses to refresh his/her recollection as to the alleged charges of misconduct, and/or the incident in question, and this prior to any interrogation.
- 6. Said member shall not be subjected, during said interrogation, or at any time prior thereto, to any offensive language, nor shall be threatened with transfer, dismissal, reassignment or other disciplinary punishment. No promises or reward shall be made as an inducement to answering questions, except that this shall not preclude an offer of immunity from disciplinary action.
- 7. The complete interrogation of a member of the force shall be recorded mechanically or electronically or by a Division stenographer. Said member shall be given an exact copy of any written statement he/she may execute, and, if formal charges are preferred against him/her, he/she shall, at his/her request, be given an exact copy of said interrogation, at no cost to him/her.
- 8. In all cases wherein a member is to be interrogated he/she shall be afforded, if he/she so requests, an opportunity and facilities to contact and consult privately with counsel and/or a representative of the Association before being interrogated, provided the interrogation is not unduly delayed. In such event, the interrogation may not be postponed for purpose of counsel and a representative of the Association past 10.00 a.m. of the day following the scheduled day for the interrogation, unless a later date is mutually agreed upon. Counsel, if available, and said Association representation may be present during the interrogation of said member, and counsel at all times may be a participant in such proceedings.
- 9. If a member of the Division is under arrest, or is likely to be, that is, if he/she is a suspect or the target of a criminal investigation, he/she shall be given his/her rights pursuant to the Miranda decision.
- 10. The refusal by an officer to answer questions as permitted by applicable law may result in disciplinary action.
- 11. "Interrogation" hereunder shall mean oral interrogation. Nothing hereunder shall prevent the Division from requiring written reports within 24 hours after such request or later by mutual agreement. Nothing hereunder shall preclude disciplinary action or suspension with or without pay, as permitted by applicable law, when an officer is under indictment, without a prior departmental investigation or interrogation.

ARTICLE VII

Hours of Work and Overtime

Section 1.

The regular workweek for members shall consist of not more than forty (40) hours and the regular workday shall consist of not more than eight (8) hours. Members shall be scheduled to work on regular work shifts or

tours of duty and each work shift or tour of duty shall have the following regular starting and quitting time. Work scheduled shall be posted on the Division bulletin board and a copy shall be given to the Association.

Section 2.

Presently, the tours of duty are as follows:

- No.1 - Day Shift - 8:00 AM to 4:00 PM
- No.2 - Night Shift - 4:00 PM to 12 Midnight
- No.3 - Night Shift - 12 Midnight to 8:00 AM
- No.4 - Staff Personnel Shift - 8:30 AM to 5:00 PM
- Day Inspectors (Detectives) - 8:00 AM to 5:00 PM
- Night Inspectors (Detectives) - 5:00 PM to 1:00 AM
- Night Operations Captain - 6:00 PM to 2:00 AM

The Town reserves the option to change the starting and quitting time of any shift after reasonable notice.

Section 3.

Members other than Inspectors assigned to night shift work normally alternate between such shifts, provided, however, the Director of Police Services and for the Director of Community Safety in his/her discretion may assign members to Night Shift No. 2 or to Night Shift No. 3 on a fixed, non-alternating basis. Such fixed assignment shall be made only after reasonable notice but shall not be designed to replace alternating shifts. No member shall be assigned to a fixed night shift as punishment duty. In the event the Director of Police Services or the Director of Community Safety seeks to assign members to fixed shifts, volunteers will be requested for and will be selected on a seniority basis. If there are insufficient volunteers, members shall be assigned by reversed seniority.

Section 4.

Members assigned to a regular "four and two" work cycle will serve a rotation of four (4) consecutive days or tours of duty followed by two (2) consecutive days without duty, in accordance with present practice. Members assigned to staff duty shall receive the same number of days off on an annual basis, as do those assigned to 4 and 2 work cycle and including weekends off as designated by the Director of Police Services in accordance with the present practice.

Section 5.

Present practice as to lunch and dinner reliefs shall continue during the term of this Agreement.

Section 6.

The regular work shift shall be deemed to include time spent waiting for a late car or other relief from duty, as may be the present practice.

Section 7.

Scheduled Voluntary Overtime and Emergency Assigned Overtime

- A. Scheduled overtime shall be posted and distributed to all members on an equitable and fair basis together with and in the same as paid details. All members shall be afforded the opportunity to accept overtime services, but there shall be no discrimination against any member who declines to work overtime on a voluntary basis.
- B. Notwithstanding the preceding paragraph, in emergencies or as the needs of the service require, members may be required and assigned to perform overtime work. Members shall be given as much advanced notice as possible of overtime work.

The Division will seek to avoid assigning emergency overtime (as contrasted with scheduled voluntary overtime) to members working "short day", so-called, on days-off, or who are required to attend court, between their tours of duty or on days-off, so that such members may be afforded every opportunity for required rest or to attend to their personal business before and after working hours or on a day off.

Section 8.

Overtime Service

All assigned, authorized or approved service outside or out-of-turn of a members scheduled tour of duty (other than paying police details), including detectives, service on a members scheduled day-off, or during his/hers vacation, and services performed prior to the scheduled starting time for his/her scheduled tour of duty, and service performed subsequent to the scheduled time for the conclusion of his/her tour of duty, shall be deemed overtime service and paid as such, subject to the following rules:

- A. If a member who has left his place of employment or last duty assignment after having completed work on his/her scheduled tour of duty is recalled to Police Headquarters or to any other place, or if a member is so recalled on a scheduled day-off, or during his/her vacation, he/she shall be paid on an overtime basis for all such time and shall be guaranteed a minimum of four (4) hours of overtime recall pay therefor.¹
- B. Overtime service shall not include:

(1) An out-of--turn tour of duty or work shift which is substituted for a regularly scheduled tour of duty or work shift voluntarily by a member, subject to Division approval;

(2) Swapped tours of duty or work shifts between individual members by their mutual agreement, subject to Division approval;

(3) A change in schedule of a member for a period of thirty (30) or more consecutive calendar days, or for a period of less than thirty (30) calendar days if for the purpose of in-service training or courses or to bring prisoners back into the Towns jurisdiction;

(4) Holdovers beyond scheduled quitting time up to 30 minutes for writing reports. Holdovers beyond 30 minutes will be paid on an overtime basis retroactively, in accordance with present practice;

(5) Roll call time up to 15 minutes, in accordance with present practice.

Section 9.

Method of Compensation for Overtime Service

- A. A member who performs overtime service in accordance with the provisions of this agreement shall receive, in addition to his regular weekly compensation, time and one-half his/her straight-time rate of pay for each hour of overtime service or fraction thereof. The straight-time hourly rate shall be computed as one-fortieth (1/40) of a members regular weekly compensation.
- B. Pay for overtime service shall be in addition to and not in lieu of holiday pay or vacation pay, and shall be remitted or granted to members as soon as practicable after the week in which such overtime service is performed.
- C. A member who is assigned overtime service other than scheduled voluntary overtime during his/her vacation shall receive, in addition to the overtime compensation otherwise provided under paragraph A of this Section, a compensatory day and one-half off for each such day of vacation or any fraction thereof in which he/she performs overtime service.

SECTION 10.

In the event that, during a situation of an emergency nature, two 12-hour tours of duty are put into effect, all service in excess of eight hours on any such tour shall be deemed overtime service.

SECTION 11.

Shift Commanders shall be compensated at time-and-one-half when they work at least fifteen minutes prior to roll call, effective July 1, 1976. Effective July 1, 1993 all Shift Commanders shall be so entitled regardless of whether they had been regularly scheduled to work in said capacity.²

ARTICLE VIII

Court Time

Section 1.

Effective July 1, 1978, a member on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in other capacity in the performance of his duty for or in behalf of the Commonwealth or the Town in a criminal case or civil case related to the performance of duty pending in any District Court, any Juvenile Court, or any Superior Court, or before any Grand Jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at any pretrial conference or any other related hearing or proceeding, or who is required or requested by any city, county, town, state or federal government or subdivision or agency of any of the foregoing to attend or appear before any department, agency, board, commission, division or authority, or official, of the state or federal government, or subdivision or agency of any of the foregoing or who attends as a witness or in other capacity in the performance of his/her duty for the government of the United States, the Commonwealth or the Town in a criminal case pending in a Federal District Court, or before a Grand Jury proceeding, or a United States Commissioner, or in conference with United States Attorney or Assistant United States Attorney, or at any pretrial conference or any other related hearing or proceeding shall be entitled to overtime compensation at the time and one-half rate for every hour or fraction thereof during which he/she was in such attendance or appearance, but in no event less than three (3) hours such pay.

If at any time a member appears before a court, either at a hearing or trial, to answer a complaint against himself/herself, he/she shall be compensated for such court time in the same manner specified in this Section if the complaint is denied or if the complaint is issued the member is later found not guilty or otherwise absolved of the matter, and such member shall receive such compensation for court time for which he/she appeared as per the above stated formula.

Members will be credited with one hour of court time for travel to and from court, in accordance with present practice.

Section 2.

A member performing court--time duty until 12 noon or thereafter after completion of a 12 to 8 shift tour of duty and scheduled to report for his/her "first--half" tour of duty (e.g. commencing at 4 p.m. to 5 p.m.), upon notice prior to 2 p.m. and with the approval of the immediate superior in any instance may report for work two hours later than the scheduled starting time on such day and work until the end.

Section 3.

A member who is required to appear for court time during his vacation shall receive, in addition to his regular court time payment, a compensatory day and one-half for each such day of vacation or any fraction thereof, in which he/she is required to appear for court time.

Section 4.

A member who is required to appear for court time duty after completing a 12 to 8:00 a.m. shift tour of duty, and scheduled to report again at 4:00 p.m. on the same day, may be released from duty at 4:00 a.m. without loss of pay, compensation or time due. This section shall apply only in those instances where minimum manning can be maintained of at least one ranking officer on duty.³

ARTICLE IX

Details

The following procedure will be adhered to in the assignment and recording of all paying police details:

- (a) All members will signify in writing from time to time their desire to accept or not to accept paying police details, and a current file on this subject will be maintained by the Police Services Division. The exchanging of paying details or the use of substitutes between members is permitted if the officer of rank or department employee assigning details as hereafter mentioned shall make reassignment accordingly. Paid details are voluntary.
- (b) All assignments to paying police details shall be made by a Police Community Safety Department employee or by a member of the Police Services Division designated by and responsible to the Director of Police Services for the equitable and fair distribution of such details. All paying details will be distributed to members fairly and equitably as to number of details, hours, compensation and type thereof, and averaged on a continuing monthly basis for the purposes of this subparagraph unless otherwise agreed upon by the parties. Scheduled overtime shall also be distributed together with paid

details on a single list in the manner provided under the preceding sentence. Sergeants shall continue to rotate with patrolmen on the detail list as shall Lieutenants and Captains. Members shall be given the maximum possible advance notice of paying details assignments. Any member who refuses a paying detail shall not be removed from the detail list, but any such refusal shall be recorded for purposes of detail assignment as a detail actually worked under the heading "detail refusal" (DR) with the detail hours thereof noted, in determining the equitable and fair distribution of details to such member.⁴

- (c) Such member or employee shall record all assigned paying details and shall post such assignments on the bulletin board daily for the attention of all members. Details shall be posted on detail distribution forms acceptable to the parties hereto, which forms shall set forth the members name, details worked, name of person, firm, corporation or entity served, number of hours worked and compensation received per detail, detail refusals and applicable dates.
- (d) Any member who performs a paying detail not officially assigned, recorded and reported as required by this Agreement will not be protected by the provisions of G.L. (Ter.Ed.) Chapter 41, Section 100, as amended.
- (e) Any member who knowingly performs a paying detail not officially fully recorded and reported on such forms within twenty-four (24) hours after performance may be subject to Division disciplinary action. The assignment of such a detail may, at the Associations option, constitute a grievance under this Agreement.
- (f) A member's claim that he has not received his/ her fair share of details pursuant to the provisions of this Article shall constitute a grievance under this Agreement. The Associations claim that paying details are not being distributed fairly and equitably shall similarly constitute a grievance under this Agreement.
- (g) Detail distribution forms shall be official records of the Division and shall be made available to the association for its inspection and use upon its request when removed from the bulletin board or other place of posting.
- (h) No paying detail assignments shall be made until the person, firm, corporation or entity requesting or required to have such detail has agreed to pay the following rates of pay per member therefore, namely; effective on the date of signing a guarantee of a minimum of four (4) hours pay per detail for each member so assigned.
- (i) When a detail is to be supervised, as determined by the Director, a Lieutenant or Captain shall be assigned and paid at a rate equal to the applicable Patrolman detail rate plus the Lieutenants' rank differential. When a Lieutenant or Captain is not available, a Sergeant shall be assigned and paid the Lieutenants' detail rate. Sergeants, Lieutenants and Captains rotating on details with Patrolmen shall be paid the applicable detail rate for a patrolman.⁵
- (j) In the event that a paid detail assignment continues for more than eight (8) hours, members so assigned shall be paid time and one-half their applicable detail rate for all such hours worked in excess of eight (8). Members assigned to strike details shall be paid time and one-half their applicable detail rate for all such hours worked, with a guarantee of a minimum of four (4) hours pay per detail for each employee so assigned.
- (k) No paying detail assignment on a Sunday or on legal holidays or between twelve midnight and 8:00 a.m. shall be made until the person, firm, corporation or entity requested or required to have such detail has agreed to pay the following rates of pay per member thereof, namely, effective on the date of signing, a guarantee of a minimum of four (4) hours pay per detail for each member so assigned. The rates will be \$1.50 per hour more than the applicable detail rate or applicable supervisory detail rate if a member is supervisory capacity or any fraction thereof.

- (l) Effective June 30, 2001: Eight hours pay after four on details as in the patrolmen settlement.⁶

ARTICLE X

Holidays

Section 1.

Effective July 1, 1978 the following days, or the day of celebration thereof, shall be considered holidays for the purposes enumerated below:

New Years Day	Patriots Day	Labor Day	Thanksgiving Day
Martin Luther King Day	Memorial Day	Columbus day	Christmas Day
Washington's Birthday	Independence Day	Veterans Day	

Section 2.

~~For seven (7) such holidays (Independence Day, Labor Day, Columbus Day, Veterans day, Thanksgiving Day, Christmas Day and New Years Day) each employee shall receive, in addition to his/her regular weekly pay an additional day and one quarters pay (a days pay being computed as one fifth (1/5th) his/her regular weekly pay). Payment for the first six (6) of such holidays shall be made together in a lump sum prior to the third payday in December, payment for New Years Day shall be made in January.~~

~~For four (4) such holidays (Martin Luther King Day, Washington's Birthday, Patriots Day and Memorial Day) each employee shall receive a compensatory day off for each of said holidays. As an option, each employee may elect to receive a day and one quarters pay (a days pay being computed as one fifth (1/5th) his regular weekly pay) for three (3) of the four (4) holidays in addition to the seven (7) aforementioned holidays by giving notice to the Town prior to the beginning of the calendar year. Payment for such holidays shall be made in lump sum in the manner described in this section.~~

Prior Article 10, Section 2 is deleted and replaced with the following new paragraph:

All Holidays can be taken as either paid or compensatory day(s) off, or any combination thereof, provided that they are requested in accordance with a policy determined by the Director of Police Services. A day's pay for a holiday shall be paid at a rate of an additional day and one-quarter's pay (a day's pay being computed as one-fifth [1/5th] a ranking officer's regular weekly pay). Such payments shall be made together in a lump sum prior to the third payday in December except for New Year's Day, which will be paid on the first payday in January.⁷

Section 3.

Each member shall receive four (4) hours each compensatory time off in lieu of Good Friday and Christmas Eve, each half-holiday. Each member shall receive one day compensatory time off for Easter Sunday.

ARTICLE XI

Sick Leave and Paid Injured Leave

Section 1.

Sick Leave

- (A) Paid sick leave shall accrue at the rate of one and one-quarter days per month, not to exceed fifteen days per year. Sick leave will be credited on the first day of each month, except that newly hired members must complete six months of service before qualifying for sick leave, at the end of which time seven--and--one half days credit will be allowed, members having an aggregate of more than two days of authorized time without pay in any calendar month shall not receive sick leave credit for that month.
- (B) Paid sick leave will accumulate for each year of employment.
- (C) Paid sick leave shall be granted to members only when they are incapacitated for the performance of their duties by sickness, injury or quarantine by health authorities.
- (D) Sick leave will commence on the day notification of the illness is given by the member, his family, or his physician. Such notification shall be given one hour prior to the regular appointed starting time.
- (E) For absence on account of sickness, the department head or the appointing authority may require evidence in the form of a physicians certificate for the necessity for absence, such certificate to give the nature of illness and the expected duration. If such certificate is not filed after request therefor, such absence may be applied, at the discretion of the department head, to vacation leave or leave without pay. The department head shall require such certificate at the end of the two weeks of illness and subsequent certificates may be required at the discretion of the department head or the appointing authority.
- (F) Members whose services are terminated shall not be entitled to compensation in lieu of any sick leave not taken. No sick leave credit for prior employment will be allowed to members rehired or reinstated after a termination of service other than approved leave of absence or reinstatement by order of a government agency, court or arbitrator.
- (G) Permanent members out on paid injured leave shall continue to earn ordinary sick leave credit during such absence from work regardless of the duration of his leave and shall receive vacation allowance during such absence from work provided however that the leave does not exceed one (1) calendar year.
- (H) Discretionary sick leave not exceeding fifteen days may be granted by the appointing authority provided all accumulated sick leave and vacation leave have been exhausted, and shall be charged against future sick leave credit, provided further that in connection with members with at least twenty years' of service with the Town and in the event of extenuating circumstances as determined by the

appointing authority, additional sick leave not to exceed 150 days may be granted, which shall be similarly charged to future sick leave record.

- (I) Members who do not report out sick from January 1 to March 31 shall receive one additional personal day. Members who do not report out sick between April 1 and June 30 shall receive one additional personal day. Members who do not report out sick from July 1 to September 30 shall receive one additional personal day. Members who do not report out sick from October 1 to December 31 shall receive one additional personal day. Members who do not report out sick from November 1, 1993 to December 31, 1993 will receive one additional personal day.⁸

In addition to the foregoing, those members who do not report out sick more than four days during the fiscal year shall receive one additional personal day. Personal days for good sick leave record may not be accumulated beyond one year from the date of their being credited.

Members who are on injured leave for a cumulative total of one half or more of the shifts in any given trimester shall not be eligible for a bonus sick leave day for that trimester period.

Section 2.

Paid Injured Leave

A member absent from duty on account of sickness, injury or disability incurred in the performance of his/her duty shall receive full injured leave pay during his/her absence and be entitled to examination and treatment by a physician of his own choice, with the understanding that any further treatment or consultations with other doctors or physicians will not be permitted without Town authorization.

His/her physician shall be afforded full opportunity to consult with the physician of the Town prior to any determination by such physician as to the member's fitness to resume duty. If the members physician and such Town physician disagree as to such "fitness", they shall thereupon jointly designate a physician agreeable to both, who, at the Towns expense, shall examine the member and render an advisory written medical opinion as to the members fitness to return to duty, copies of which shall be transmitted by him to both the Towns physician and the members physician. In the event of their inability to agree upon a third physician, a physician shall be jointly selected by them from a list or panel of physicians established or suggested by the Commissioner of Public Health for the Commonwealth of Massachusetts in cooperation with the parties hereto, upon which event, such physician, at the Towns expense shall so examine the member and render his opinion as aforesaid. Pending receipt of such advisory opinion and action of the Town physician thereupon, the Town shall not require the member to return to duty and shall continue to fully compensate him/her for lost time incident to any such absence.

Section 3.

Light Duty.

- (A) If after 18 working days, a ranking officer out on L.O.D. is unable to return to full duty status, then the Town designated physician may examine the ranking officer to determine his/her fitness to perform light/limited duty. Before making such determination, the Town Physician shall consult with the ranking officers Treating Physician.
- (B) If the Town and Treating Physicians are unable to agree concerning the ranking officers ability to perform light duty, the two physicians shall select a third impartial physician in the relevant specialty area from a list of Massachusetts physicians maintained by the Massachusetts Medical Society. During this time, the ranking officer shall not be required to perform light duty.
- (C) The impartial third physician shall, after reviewing medical records and examining the ranking officer, make a determination concerning light duty. This determination shall be binding on the parties.

Such light duty to be effective immediately or if light duty is not indicated, the ranking officer shall continue to be carried on an L.O.D. status.

- (D) The Treating Physician and/or Town Physician may, at his/her option, designate another physician to perform the role of the Town Physician or the Treating Physician in a particular case.
- (E) In the event that a ranking officer is assigned to light duty, such light duty shall not interfere with ongoing medical treatment.
- (F) If a ranking officer is assigned to light duty, he/she shall have the choice as to which shift he/she shall perform light duty on. If, however, a ranking officer assigned to the night shift chooses to perform light duty on the day shift, he/she shall not receive the night differential. Notwithstanding the foregoing, if the ranking officers Treating Physician certifies in writing that the ranking officers recovery would be enhanced by working the day shift, then the ranking officer will be paid the night differential. However, if the written certification of the Treating Physician is deemed unsatisfactory by the Director of Police Services, then the matter will be referred to the Town Physician, who shall consult with the ranking officer's physician. In the event of failure of agreement on this issue between the two physicians, the matter will be referred to the impartial third physician for final determination. Pending this determination, the ranking officer will not be compensated for the night differential if he/she continues to work days. In the event that the final determination of the impartial physician is that working days was appropriate to enhance recovery of the ranking officer, the ranking officer shall receive the night differential retroactively.
- (G) A ranking officer injured while on an off-duty status shall be eligible for light duty subject to the approval of the Town Physician and the Treating Physician. If the Town and Treating Physicians do not agree, an Impartial third physician shall be selected by the two physicians and his/her determination shall be binding. The cost of the impartial third physician shall be paid by the employee.
- (H) When assigned to light duty, a ranking officer shall be carried as such on the Towns record, i.e., L.O.D. status ceases.
- (I) Any ranking officer assigned to light duty shall be required to wear a uniform, but shall not be responsible for responding in an emergency situation. The Town shall indemnify any light duty ranking officer from a complaint alleging or involving his/her failure to act as a ranking officer while on a light duty status. However, the Town will not indemnify such ranking officer assigned to light duty if he/she is found liable for any intentional tort or intentional violation of civil rights.
- (J) In the event that the procedure for determining fitness for light duty, as outlined previously, results in a determination that light duty is not appropriate, the Town and/or ranking officer shall be free to reinstate the procedure after a reasonable time or if either party has reason to believe that the ranking officers condition has improved, but in no event within 18 working days of the determination of inappropriateness of the impartial third physician.
- (K) The Director of Police Services may assign a ranking officer to light duty if he/she is incapacitated for the purpose of performing one type of duty to another which he/she is capable of performing and is normally performed by a full-time ranking officer in the employ of the Town of Arlington. Prior to such assignment, each physician shall have been provided with a listing of "Light Duty" activities. In the event of an impasse between the Treating Physician and the Town Physician on any disputed activities, only those outstanding disputed activities will be submitted to the third party physician for determination. Any non-disputed activity may be immediately assigned. Such listing shall be limited to the following, consistent with rank:

Clerical	Photographing
Answering Telephone	Issuing Firearms Permits
Typing	Compile and Disseminate Accident Reports
Filing	Crime and Incident Reports
Citizen Assistance	Maintain Portable Radios
Supervising Dispatching	Crime Prevention Programs
Fingerprinting	Assist in Property and Evidence Room
Teletype Operations	

- (L) Disputes regarding interpretation or application of this policy will be subject to the grievance and arbitration procedures contained in the collective bargaining agreement between the parties.

Section 4.

Early Intervention Program

Effective July 1, 1997 the parties adopt in lieu of the Early Intervention Program of the Pension Reform Act a provision identical to the following except that the contractual provisions cited therein will be those appearing in the contract between the Union and the Town, i.e. Light Duty:

The Town and the Union recognize that certain provisions of c. 306 of the Acts of 1996, the Disability Reform Law (the "Law"), make incumbent upon the Town and the Arlington Retirement Board certain responsibilities with regard to injuries of bargaining unit members incurred while on and off the job. The parties recognize that section 56 of the Law provides that nothing in the Law shall supercede or restrict any rights of employees provided for in any collective bargaining agreement in effect on November 7, 1996. The parties agree that Article XI of the collective bargaining agreement deals with the responsibilities and duties contemplated by § 10. It is the intention of the parties that only the Early Intervention Program as provided for in § 10 of the Law is superceded hereby and that all other provisions of the Law remain in effect to the extent applicable provided that neither party waives any rights it may have under any law.⁹

ARTICLE XII

Education Incentive Pay

The Town agrees that, having accepted the provisions of General Laws Chapter 41, Section 108L, it shall pay to all employees so entitled police career incentive base salary increases as provided for in and by said section 108L and this weekly.¹⁰

Provided further that in the event the General Laws, Chapter 42, Section 108L shall be repealed or amended, the following shall apply:

Employees shall continue to receive the education incentive pay and percentages they were/are entitled to and were/are receiving or may be entitled to receive in accordance with Chapter 41, Section 108L, had said Chapter 41, Section 108L not been repealed or amended provided that the Town shall assume the cost of any lost state revenue which results from any repeal or amendment of Chapter 41, Section 108L over a five year period, twenty percent per year. It is the intent of this Section to guarantee

100% payment of the education incentive pay benefits formula in effect on July 1, 1980 within a five year period of any repeal or amendment of Chapter 41, Section 108L.¹¹

Effective July 1, 2000 the Quinn Bill language in the patrolmen's agreement (Article XIX, section 1, Quinn Bill) shall apply to ranking officers.¹²

ARTICLE XIII

Group Insurance

The Town shall provide the following health insurance plans to employees, who may choose either individual or family plans:

- An indemnity plan, Major Medical, to which the Town shall contribute 75%, the employee 25%.
- A point of service plan, Blue Choice, to which the Town shall contribute 75%, the employee 25%.
- Health Maintenance Organizations, HMO Blue and Harvard Pilgrim Health Plan, to which the Town shall contribute 85%, the employee 15%.¹³ *Note: This item will become effective July 1, 2004 or at a later date of the town's choosing.*
- Master Health and Master Health Plus shall no longer be available to bargaining unit employees as of July 1, 1997 or as soon thereafter as possible.
- The Town shall offer a group dental plan 100% of which shall be paid by the employee effective July 1, 1997.¹⁴

ARTICLE XIV

Uniform and Clothing Allowance

Section 1.

Effective July 1, 1997¹⁵ each member shall receive an annual uniform and clothing allowance of six hundred and fifty dollars (\$650)¹⁶ to purchase uniforms and clothing needed for the performance of police duties (all as is more specifically set forth in Appendix "A" hereto attached), from that person or persons with whom the Town has contracted or shall contract for same by voucher or credit system authorizing an employee to purchase the aforesaid amount thereof. In addition, the Town, at its expense, shall continue its practice of furnishing each employee with necessary hardgoods and equipment. Notwithstanding the foregoing Captains and Inspectors will receive \$200.00 of the clothing allowance in cash. (Effective July 1, 1993)¹⁷

Section 2.

Uniforms and clothing torn, ripped or stained beyond repair in the performance of duty shall be replaced at the Towns expense in accordance with present practice.

Section 3.

Hardgoods or other equipment issued to members, which has been stolen or damaged without member negligence shall be replaced at the Towns expense in accordance with present practice.

Section 4.

Officers shall receive the same uniforms and equipment items as patrolmen and shall receive these items in the same manner as patrolmen.

Section 5.

Effective July 1, 1985, there shall be a cleaning allowance of \$250.00 per year, which shall be paid in cash to officers in July.¹⁸

ARTICLE XV

Salary Schedule

Section 1.

Wages

Effective January 01, 1999 members covered by the agreement shall be paid as follows:

- Sergeant: Patrolmen's maximum annual rate plus eighteen percent (18%)
- Lieutenant: Sergeant's annual rate plus fifteen percent (15%)
- Captain: Lieutenant's annual rate plus fifteen percent (15%).

Effective January 1, 2001 rank differential is increased to 18-16-15

Effective January 1, 2002 rank differential is increased to 18-17-15

Effective June 30, 2002 rank differential is increased to 18-17-16¹⁹

Section 1A.

Deferred Wage and Salary Increase

A member leaving the employment of the Town after July 1, 1984 (provided that the member was employed by the Town on or before July 1, 1984) shall be granted a deferred salary increase on the date of separation, so that the average salary of the members last three years will be equal to the average salary of the last three years if an actual five percent (5%) wage and salary increase was granted on July 1, 1984.

Section 1B.

Effective July 01, 1991 a deferred salary increase to any employee upon leaving the employment of the Town shall be granted on the date of separation so that the average salary of the employee's last three years will be equal to the average salary of the last three years as if an actual 2% salary and wage increase was granted on July 01, 1991, i.e. a six percent (6%) adjustment made to last paycheck if the employee leaves after July 01, 1994. (It is the intention of the parties that all individuals who have left the employ of the Town since July 01, 1991 shall have the benefit of this provision albeit on a prorated basis if said individual left prior to June 30, 1994).²⁰

Section 2.

Night Shift Differential

Members covered by this Agreement who are regularly assigned to nightshifts shall be paid a nine percent (9%)²¹ night shift differential. Night shift differential shall not be included in base pay for the purpose of calculating overtime pay, but shall be included in sick pay, paid injured leave, holiday pay and vacation pay, and shall be deemed regular compensation for retirement/ pension purposes to the extent permitted by law, in accordance with present practice.

Section 3.

Inspectors

Inspectors shall receive \$1,000.00 annual compensation, or the patrolmen-inspector annual premium, whichever is higher, effective July 1, 1976 in addition to the compensation received under other sections of this Article. **(Ed. note: premium set at 5% in Patrolmens' contract 06/30/2002)**

Section 4.

Weekend Differential

A member working days who is regularly scheduled to work Saturday and Sunday, shall receive the following weekend differential for each hour of regularly scheduled work on a Saturday or a Sunday: Patrolmen's rate for weekend work plus the applicable wage differential. **(Ed. note: Differential set at 3% in Patrolmens' contract 06/30/2002)**

Weekend differential shall not be included in base pay for the purpose of calculating overtime pay, but shall be deemed and is regular compensation for retirement/pension purposes to the extent permitted by law, and shall be included in sick pay, paid injured leave, holiday pay and vacation pay.

Section 5.

Longevity Pay

Longevity pay shall be paid in a lump sum prior to the third payday of July. A member whose anniversary date of such requisite years of service occurs anytime during the calendar year shall receive the full longevity pay therefor, similarly prior to the third pay day in July notwithstanding, for example, that his anniversary date may occur after the second pay day in July. When a member retires, he shall receive the full amount of longevity due him in the year of retirement.

Effective July 1, 1985 the increase in longevity is as follows:

After 5 years -- 1% of annual pensionable salary

" 10 years - 2% of annual pensionable salary

" 15 years -- 3% of annual pensionable salary

" 20 years - 4% of annual pensionable salary

" 25 years -- 5% of annual pensionable salary

(Pensionable Salary = Base + School Credits + Day/ Night Shift Differentials).

Section 6.

Flexible Spending Program, IRS Section 125

Members of the Association shall be entitled to participate in the Town of Arlington, Flexible Spending Program, IRS Section 125, relating to pre-tax consideration on medical insurance premiums.

ARTICLE XVI

Miscellaneous

Section 1.

Invalidity

Should any provision of this Agreement or any supplement thereto be held invalid by any court or tribunal or competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any court, all other provisions of this Agreement and any supplement thereto shall remain in force, and the parties shall negotiate immediately for a satisfactory replacement for any such provision.

Section 2.

Nondiscrimination

Neither the Town nor the Association shall discriminate against any member covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, or membership or non-membership in the Association.

Section 3.

A Joint Health and Safety committee shall meet periodically, not less than twice a year, to discuss health and safety problems of the Division. Complaints with respect to unsafe and unhealthy working conditions or equipment shall be brought promptly to the attention of the Director of Police Services. Both parties shall cooperate in enforcing safety rules and regulations.

Section 4.

Bulletin board space will be provided for Association bulletin boards and an Association mailbox of reasonable size, to be supplied by the Association, for the posting of announcements relating to Association business. The cost of a glass enclosure will be borne by the Association.

Section 5.

Personal Day

One personal day per year with pay shall be granted to all members who have completed one year of service. The time of allowance shall be subject to the Director of Police Services approval, after receiving reasonable notice from the member.

Personal days shall not accumulate from year to year. "In addition to the personal day with pay to be granted to all members in accordance with the provisions of the foregoing paragraph of Section 5, members shall, on the recommendation of the Director of Community Safety, be granted up to three (3) personal days with pay for exceptional performance; i.e., Police Officer of the Year, a heroic deed, a significant arrest, etc. "

An additional day off in lieu of the day after Thanksgiving shall be granted, to be used as a personal day in accordance with current practices.²²

Section 6.

Committee

A special committee representing the Association shall meet with the Labor Relations Counsel on request subsequent to the signing of this Agreement to discuss the following item:

- (a) False Arrest Policy.

The officers shall be bound by the same policies and practices in these matters as the Patrolmen.

Section 7.

Sick Leave Buy Back

A member who retires or leaves from his/her position as a Ranking Officer of the Town of Arlington, or who dies while employed as such by the Town, shall receive a cash payment equivalent to twenty-five (25%) of the number of days of his/her unused accumulated sick leave credited to him/her on the date of his/her leaving, or of retirement or the date of death. Payment shall be computed at the daily rate of pay for such member as if he/she were on sick leave at the date of leaving, retirement or death. In the event of his/her death, payment shall be made to a beneficiary designated in writing by the member, or in the absence thereof, to his/her estate.

²³ All employees hired by the Town after July 1, 1997 will have sick leave buy-back capped at 150 days.

Section 8.

Vacation Leave.

(a) An employee who has been regularly employed by the Town for at least six (6) months on January 1st of each year shall be considered a regular employee and shall be entitled to the vacation set forth in paragraph (b). An employee who has not been regularly employed for six months on January 1st shall be entitled to vacation on the anniversary date of his/her employment.

(b) The Town shall allow employees who have met the above requirements the following vacations with pay:

- (i) Two calendar weeks vacation for employees who have less than five years service with the Town.
- (ii) Three calendar weeks vacation for employees who have served not less than five years of continuous full-time service with the Town, said five years service to be completed prior to January 1.
- (iii) Four calendar weeks for employees who have served not less than ten years of continuous service with the Town, said ten years of service to be completed prior to January 1.
- (iv) Five calendar weeks for employees who have served not less than twenty-five years of continuous service with the Town, said twenty-five years of service to be completed prior to January 1.

Effective January 1, 2001 the ranking officers shall have the same vacation schedule as in the patrolmen settlement.²⁴

Section 9.

Working Out-of-Grade

Whenever a member assumed the duties of a higher-ranking member that member shall be compensated at the higher grade of pay. In order to qualify for the higher rate, the duties assumed must have been ordinarily and customarily those duties which devolve exclusively upon the higher ranking officer, rather than those duties which are sometimes shared between ranks. In order to qualify for the working out-of-grade premium, the lower ranking officer will have to be specifically assigned to the higher grade of duties by the Director of Police Services, except in those instances where a Sergeant assumes Shift Commander responsibilities.

Section 10.

The present incumbent of the accident investigation specialty shall receive \$750.00. This is not considered a merit pay raise.

Section 11.

Continue the current practice of time and one half paid for EMT hours in training and adding "or if the officer requests in writing he may receive compensatory time off at the rate of time and one half". Fees to remain paid by the Town. This provision effective January 1, 1994.²⁵

Section 12.

Town waives the gun permit fee effective January 1, 1994.²⁶

Section 13.

Bereavement Leave

~~Effective July 1, 1997, an absence with pay, to the extent necessary but not to exceed three (3) days shall be granted in the case of death of immediate family meaning spouse, child, father, mother, sister, brother, grandparents, grandchildren, father and mothers in law. An absence with pay of one (1) day shall be granted in case of death of an employee's other in-laws or grandparents of spouse.~~²⁷

Effective July 01, 2003, amend Article XVI Miscellaneous Provisions by striking the existing language provided under Section 13 – Bereavement Leave and replacing it with the following:

An absence with pay, to the extent necessary but not to exceed three shifts, shall be granted in case of death of immediate members of an employee's family. Immediate family means spouse, child, father, mother, sister, brother, grandparents, or any other person with whom an employee has made his/her home. An absence with pay of one day shall be granted in case of death of an employee's in-laws or grandparents of spouse. In the event that a ranking officer is scheduled to work two shifts in one calendar day, he/she will be able to count both of those shifts as one shift for the purpose of bereavement leave.²⁸

Section 14.

Effective July 1, 2000 a one percent firearms differential on the base rate of the rank shall be in effect.²⁹

Section 15.

The drug and alcohol testing policy applicable to patrolmen shall apply to the ranking officers.³⁰

Section 16.

Effective January 1, 2001 the Association and the Town agree to develop a performance evaluation program that may be utilized by the Town as a factor in making promotions.³¹

Section 17.

Effective July 01, 2003 a one percent defibrillator stipend.³² as provided for and defined under a letter of agreement dated December 12, 2002 from John Maher to John Serson, a copy of which is affixed hereto and incorporated herein by reference.

Section 18.

Effective July 01, 2002 a three percent (3%) general wage increase. Both parties agree to discuss in subsequent successor negotiations issues related to health care coverage and costs.³³

Effective July 01, 2003 the following wage increases:

3% effective July 1, 2003
2% effective July 1, 2004

2 % effective January 1, 2005
2 % effective July 1, 2005³⁴

ARTICLE XVII

Duration of Agreement

This Agreement shall be effective July 01, 2003 and shall expire June 30, 2006³⁵ or upon the date a new Agreement is concluded, whichever is later. Notwithstanding the foregoing, any salary increase negotiated by the Patrolmen for any subsequent year or years shall not be effective, owing or otherwise due to members of this Association unless and until a successor agreement between the Town and the Ranking Officers is agreed upon and ratified.

FOOTNOTES

¹ Last sentence omitted to comply with arbitration ruling re: overtime for traffic enforcement commencing at 0630

² Added by MOU (7-1-91 to 6-30-94)

³ Added by MOU (7-1-91 to 6-394)

⁴ Language changed to reflect Lts. & Cpts

⁵ Language changed to reflect Lts & Cpts

⁶ Added by MOU (7-1-98 to 6-30-02)

⁷ Changed by MOU (7-1-03 to 6-30-06)

⁸ Added by MOU (7-1-91 to 6-30-94)

⁹ Added by MOU (7-1-95 to 6-30-98)

¹⁰ Added by MOU (7-1-94 to 6-30-95)

¹¹ Added by MOU (7-1-94 to 6-30-95)

¹² Added by MOU (7-1-98 to 6-30-02)

¹³ Changed from 90/10 to 85/15 by MOU (7-1-03 to 6-30-06)

¹⁴ Added by MOU (7-1-95 to 6-30-98)

¹⁵ Changed in MOU (7-1-95 to 6-30-98)

¹⁶ Changed in MOU (7-1-95 to 6-30-98)

¹⁷ Added by MOU (7-1-91 to 6-30-94)

¹⁸ Changed by MOU (7-1-95 to 6-30-98)

¹⁹ Added by MOU 7-1-98 to 6-30-02)

²⁰ Added by MOU (7-1-91 to 6-30-94)

²¹ Changed by MOU (7-1-98 to 6-30-02)

²² Added by MOU (7-1-95 to 6-30-98)

²³ Added by MOU (7-1-95 to 6-30-98)

²⁴ Added by MOU (7-1-98 to 6-30-02)

²⁵ Added by MOU (7-1-91 to 6-30-94)

²⁶ Added by MOU (7-1-91 to 6-30-94)

²⁷ Added by MOU (7-1-95 to 6-30-98)

²⁸ Changed by MOU (7-1-03 to 6-30-06)

²⁹ Added by MOU 7-1-98 to 6-30-02)

³⁰ Added by MOU (7-1-98 to 6-30-02)

³¹ Added by MOU (7-1-98 to 6-30-02)

³² As provided for and defined under a letter of agreement dated December 12, 2002 from John Maher to John Serson, a copy of which is affixed hereto and incorporated herein by reference.

³³ Added by MOU (07-01-2002 to 06-30-2003)

³⁴ Changed by MOU (7-1-03 to 6-30-06)

³⁵ Changed to "July 01, 2003" and "June 30, 2006" in MOU (7-1-03 to 6-30-06)

**MEMORANDUM OF UNDERSTANDING
Between the Town of Arlington and the
Arlington Ranking Officers Association**

1. Duration – This agreement shall cover the period of July 1, 2003 to June 30, 2006.

2. Salary Schedule – (Article XV)

The Town shall provide for a 3% salary increase effective July 1, 2003.

The Town shall provide for a 2 % salary increase to be effective July 1, 2004.

The Town shall provide for a 2 % salary increase to be effective January 1, 2005.

The Town shall provide for a 2 % salary increase to be effective July 1, 2005.

3. Bereavement Leave

Amend Article XVI Miscellaneous Provisions by striking the existing language provided under **Section 13 - Bereavement Leave** and replacing it with the following:

An absence with pay, to the extent necessary but not to exceed three shifts, shall be granted in case of death of immediate members of an employee's family. Immediate family means spouse, child, father, mother, sister, brother, grandparents, or any other person with whom an employee has made his/her home. An absence with pay of one day shall be granted in case of death of an employee's in-laws or grandparents of spouse. In the event that a ranking officer is scheduled to work two shifts in one calendar day, he/she will be able to count both of those shifts as one shift for the purpose of bereavement leave.

4. Health Insurance

Amend Article XIII – Group Insurance to read as follows:

ARTICLE XIII

Group Insurance

The Town shall provide the following health insurance plans to employees, who may choose either individual or family plans:

- An indemnity plan, Major Medical, to which the Town shall contribute 75%, the employee 25%.
- A point of service plan, Blue Choice, to which the Town shall contribute 75%, the employee 25%.
- Health Maintenance Organizations, HMO Blue and Harvard Pilgrim Health Plan, to which the Town shall contribute 85%, the employee 15%.

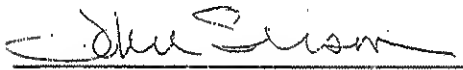
Note: This item will become effective July 1, 2004 or at a later date of the town's choosing.

5. Holidays

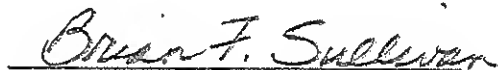
Amend Article X – HOLIDAYS, Section 2, is deleted and replaced with the following new paragraph:

All Holidays can be taken as either paid or compensatory day(s) off, or any combination thereof, provided that they are requested in accordance with a policy determined by the Director of Police Services. A days pay for a holiday shall be paid at a rate of an additional day and one-quarter's pay (a day's pay being computed as one-fifth [1/5th] a ranking officer's regular weekly pay). Such payments shall be made together in a lump sum prior to the third payday in December except for New Year's Day, which will be paid on the first payday in January.

The preceding is contingent upon ratification no later than June 3, 2004 and Town Meeting approval at the 2004 Annual Town Meeting.



John Serson, President
Ranking Officers Association



Brian F. Sullivan
Town Manager

Date: 6/6/2004 2004

Date: 6/29 2004

Approved as to form:



John F. Maher
Town Counsel

Memorandum of Agreement Between
The Arlington Ranking Officers Association
and
The Town of Arlington

WHEREAS, the Town of Arlington ("the Town") and the Arlington Ranking Officers Association ("the AROA") have been negotiating for a successor contract to the collective bargaining agreement which expired June 30, 2006; and

WHEREAS, the Town and the AROA have come to terms relative to a new agreement between the parties, subject to ratification by the membership of the AROA and funding by the Arlington Town Meeting as required by M.G.L. c. 150E; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the final drafting of a new agreement;

NOW THEREFORE, the Town and the AROA agree as follows:

1. The existing contract shall continue in force and effect and its terms, except to the extent specifically amended as below, shall be incorporated within the successor agreement. The collective bargaining agreement represents the entire agreement between the parties.

2. Duration. The new collective bargaining agreement will cover the period July 1, 2006 through June 30, 2008. Economic items in this Memorandum of Agreement will be effective on July 1, 2006 unless otherwise specified. Language items in this Agreement shall be effective upon funding by the Arlington Town Meeting unless otherwise specified.

3. Salary Schedule. Amend Article XV, Section 1 to read as follows:

- Effective retroactive to July 1, 2006, wages shall be increased 2.5% across-the-board above the wage rates in effect on June 30, 2006.
- Effective July 1, 2007, wages shall be further increased by 3.5% across-the-board.

- While the 2006-2008 Agreement is in effect, the so-called Sergeants-Patrolmen differential provision shall not be enforceable.
- The Lieutenant-Sergeant differential (17%) and Captain-Lieutenant differential (16%) shall remain in full effect.
- The salary schedules are attached as Appendix A.

4. Article VIII (Court Time) will be amended by deleting the existing language as found in the last clause of the last sentence of Section 1 and by replacing it with the following:

“; but in no event less than four (4) hours such pay.”

This amendment will be effective on July 1, 2007.

5. Article VIII (Court Time) will be further amended by deleting the existing language as found in Section 2 and by replacing it with the following:

Section 2:

a. A member performing court-time duty until 12 noon but ending such duty before 2:00 p.m., after completion of a 12 to 8 shift tour of duty and scheduled to report for his/her “first-half” tour of duty (e.g. commencing at 4 p.m. to 5 p.m.), upon notice prior to 2 p.m. and with the approval of the immediate superior in any instance may report for work two hours later than the scheduled starting time on such day and work until the end, without loss of pay.

b. A member performing court-time duty until 2 p.m. or thereafter after completion of a 12 to 8 shift tour of duty and scheduled to report for his/her “first-half” tour of duty (e.g. commencing at 4 p.m. to 5 p.m.), upon notice prior to 2 p.m. and with the approval of the immediate superior in any instance shall be excused from reporting for work for such shift, without loss of pay.

Section 2b will be effective upon funding of this Agreement.

6. Article IX (Details) will be amended as follows:

a. By deleting the existing language as found in paragraph (k) and by replacing it with the following:

- (k) No paying detail assignment on a Sunday or on legal holidays as defined in Article X herein or between twelve midnight and 8:00 a.m. shall be made until the person, firm, corporation or entity requested or required to have such

detail has agreed to pay the following rates of pay per member thereof, namely, effective on the date of signing, a guarantee of a minimum of four (4) hours pay per detail for each member so assigned. The rates will be at time and one half the regular detail rate of the officer performing such detail or time and one half the applicable supervisory detail rate if a member acts in a supervisory capacity for any fraction thereof.

The increase in premium will be effective no later than thirty (30) days after Town Meeting funds the economic items in this Agreement.

b. By adding sub-section (m) to read:

The premiums in sub-section (k) and (l) above shall not apply to details worked for the Town of Arlington, including the Arlington School Department.

7. Amend Article X (Holidays) by deleting the existing language as found in Section 3 and by replacing it with the following:

Each member shall receive four (4) hours each compensatory time off in lieu of Good Friday and Christmas Eve, each half-holiday. Each member shall receive one day compensatory time off for Easter Sunday. Each member who is scheduled to and does work the complete 4 p.m. to midnight shift on Christmas Eve or any shift on Christmas Day shall be compensated at double the member's applicable rate of pay for all hours worked.

It is understood the new language regarding shifts worked on Christmas Eve and Christmas Day shall be effective in December, 2007.

8. Group Insurance.

a. Amend Article XIII by adding at the end the following:

Employees first hired by the Town on or after July 1, 2007 who are subsequently promoted into the AROA bargaining unit shall contribute to the cost of Health Maintenance Organizations whatever percentage applied to them immediately prior to their promotion.

b. The following plan design changes are agreed:

- Effective July 1, 2007 certain co-pays will be increased as follows:

Prescriptions: HMO Blue and Blue Choice to \$10/20/35 (30 day supply)
E.R.: HMO Blue to \$50
Office Visit: HMO Blue to \$10

- After July 1, 2007, the Town may also implement other co-pay changes, as allowed by the carrier (dependent on settlements) as follows:

Prescriptions: Harvard Pilgrim to \$10/20/35 (30 day supply)
E.R.: Blue Choice to \$75 (HP stays @ \$50)
Office Visit: Harvard Pilgrim to \$10, Blue Choice to \$15

9. Shift Selection. Amend Article XVI (Miscellaneous) by adding the following new section, effective in November, 2007:

Section 17.

The selection of shifts (days or rotating nights) for members assigned to the patrol division, in operations, will be made on an annual basis each January 1st. A shift bid sign up sheet shall be posted on November 1st and shall remain open for a period of 15 days. Assignments to shifts shall be based on a member's seniority within grade. All assignments shall be posted at the close of the sign up period.

10. Assessment Center for Promotions. Amend Article XVI (Miscellaneous) by adding the following new section:

a. Section 18.

The parties agree that an assessment center shall be used as part of the promotional process for the selection of captains within the department. The assessment center shall be in conformance with all civil service laws. Any assessment center conducted shall be limited to a weight of 40% of the overall score, with 40% weight given to the written examination and 20% weight given to a member's training and experience. A candidate for promotion to the position of captain must receive a passing score in each of the components in order to be eligible for promotion. The parties agree that an outside vendor will be used to conduct any assessment center. The AROA shall appoint one member to an advisory panel which shall be convened to participate in the selection process of the vendor. The Town Manager reserves his statutory right to select the vendor. Any vendor selected hereunder shall be approved by the Commonwealth's

Human Resources Division as qualified to administer assessment centers as part of a civil service examination.

b. Upon funding of this Agreement, the Town agrees to call for the next available captain's promotional examination, i.e. October, 2007, as part of the above partially delegated Assessment Center.

11. Duration. Amend Article XVII by deleting the existing language and inserting the following:

This Agreement shall be effective July 1, 2006 and shall expire June 30, 2008 or upon the date a new Agreement is concluded, whichever is later. Notwithstanding the foregoing, any salary increase negotiated by the Patrolmen for any subsequent year or years shall not be effective, owing or otherwise due to members of this Association unless and until a successor agreement between the Town and the Ranking Officers is agreed upon and ratified

Signed this ____ day of March, 2007 at Arlington, Massachusetts.

TOWN OF ARLINGTON
By its Town Manager

Brian F. Sullivan
Brian F. Sullivan

ARLINGTON RANKING
OFFICERS ASSOCIATION

SG. A. H. [Signature]
LT Paul Dooley
LT Conway Rex

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ARLINGTON
AND
THE ARLINGTON RANKING OFFICERS ASSOCIATION
(Collectively "the parties")**

May 2015

WHEREAS, the Town of Arlington ("Town") and the Arlington Ranking Officers Association ("AROA") have been negotiating for a successor to their July 1, 2012 through June 30, 2015 collective bargaining agreement; and

WHEREAS, the Town and AROA have come to terms relative to a successor agreement, subject to ratification by the membership of AROA and funding by the next regularly scheduled Arlington Town Meeting; and

WHEREAS, the parties have agreed to execute this Memorandum of Agreement ("MOA") pending drafting of a fully integrated and updated successor collective bargaining agreement; and

WHEREAS, the parties have agreed that their collective bargaining agreement in effect from July 1, 2012 through June 30, 2015 shall remain in full force and effect except as modified by this MOA through June 30, 2018;

NOW THEREFORE, The Town and AROA agree as follows:

1. **Article XVII: Duration of Agreement** Amend Article XVII (*Duration of Agreement*) to reflect that the parties' collective bargaining agreement shall be in effect from July 1, 2015 through June 30, 2018.
2. **Appendix A: Salaries, Step Plan, and Accreditation Stipend**

A. Salaries

Fiscal Year 2016 (July 1, 2015 through June 30, 2016) – (2% across the board wage increase): Accordingly, effective July 1, 2015, the salaries in effect on June 30, 2015 for employees represented by the bargaining unit shall be increased by 2%.

Fiscal Year 2017 (July 1, 2016 through June 30, 2017) – (2% across the board wage increase): Accordingly, effective July 1, 2016, the salaries in effect on June 30, 2016 for employees represented by the bargaining unit shall be increased by 2%.

Fiscal Year 2018 (July 1, 2017 through June 30, 2018) – (2% across the board wage increase): Accordingly, effective July 1, 2017, the salaries in effect on June 30, 2017 for employees represented by the bargaining unit shall be increased by 2%.

B. Step Plan

Effective July 1, 2015 the Town shall establish Steps in the salary schedule for each rank in accordance with the following schedule:

5 years in the AROA bargaining unit:	1% above base
10 years in the AROA bargaining unit:	2% above base
15 years in the AROA bargaining unit:	3% above base

A copy of the revised Appendix A Salary Plan with Steps is appended to and incorporated into this MOA as Exhibit 1. Step increases shall be incorporated into base salary.

C. Annual Accreditation Stipend

Effective July 1, 2015, the Annual Accreditation Stipend of \$400 shall be eliminated. Each ranking officer who received the \$400 Annual Accreditation Stipend in Fiscal Year 2015 and who does not yet have five years in the bargaining unit shall be “grandfathered” and shall continue to receive the \$400 Annual Accreditation Stipend until such time as such ranking officer has five years in the bargaining unit and is eligible for a step in the Salary Plan in Appendix A. If a Ranking officer is eligible for a step increase in an ensuing fiscal year the Ranking officer shall not receive the accreditation stipend. (Ranking officers who did not receive the Annual Accreditation Stipend in Fiscal Year 2015 shall not be eligible for the Annual Accreditation Stipend.) Notwithstanding the foregoing the two sergeants provisionally appointed in 2015 shall be eligible for the \$400 accreditation stipend until the fifth anniversary of their appointment to the rank of sergeant.

3. Article XVI Miscellaneous, Section 17

A. Delete Section 17 of Article XVI in its entirety, extinguish the defibrillator stipend in such Section 17, and extinguish the December 12, 2002 letter agreement from John Maher to John Serson. Effective July 1, 2015 the one percent defibrillator stipend shall be incorporated into base salary.

B. Add a new Section 17 “First Responder Training” to Article XVI as follows:

Section 17.

The Town and the Arlington Ranking Officers Association (“Association”) recognize the importance of having and utilizing up-to-date emergency medical methodologies, technology and equipment (including but not limited to defibrillators) to more effectively meet the challenges of emergency medical situations and that delays in implementing such methodologies, technology and equipment are not in

the best interest of the public. Therefore, the Town and the Association agree that:

- (a) In the event that new emergency methodology, equipment, or technology becomes available which is assigned to officers as first responders and provided that the training for the use of each such methodology, equipment, or technology is eight (8) hours or fewer, the Town may implement such new methodology, equipment or technology after discussing the new methodology, equipment or technology with the Association's representative and providing officers with the requisite training.
- (b) In the event that the new emergency methodology, equipment, or technology becomes available which will be assigned to officers as first responders and the training for use of each such methodology, equipment, or technology is greater than eight (8) hours, the Town may implement such new methodology, equipment or technology after satisfying its bargaining obligations with the Association and providing officers with the requisite training.

4. Article XVI Miscellaneous

Delete Section 14 and replace with the following: Effective July 1, 2015 the one percent firearms differential on the base rate shall be incorporated into base salary.

5. Article XVI Miscellaneous

Amend Section 8 Vacation Leave (b)(iv) to read:

(iv) Five calendar weeks for employees who have served not less than twenty-five years of continuous service with the Town, said twenty-five years of service to be completed prior to January 1. Any officer with five calendar weeks of vacation available to him/her is entitled to cash in up to one of these weeks, up to a maximum of forty (40) hours, at his/her option, by giving written notice of such intent to the Department's payroll office at least thirty (30) days before January 1st of the year in which he/she wishes to exercise the cash out option. Payment of the cash out shall be made on or about January 31st of the year in which the cash out option is elected. The vacation accrual of each employee electing cash out option under this provision shall be reduced in any year in which the cash out is elected by the same number of vacation days cashed out.

6. **MOA is Off-The-Record.** The parties agree that this MOA shall be off the record for purposes of bargaining history unless and until AROA has ratified this MOA and the Town Manager has approved this MOA.

7. **Ratification.** The parties agree that this MOA is subject to ratification by the AROA membership and funding by Town Meeting.

Agreed to subject to the conditions in paragraphs 6 and 7 above by

The Town of Arlington
by its Town Manager


Adam Chapdelaine

The Arlington Ranking Officers Association
by


Richard Pedrini


Paul Conroy

Pay Grids

Rank & Step	FY 2016 Base	FY 2017 Base	FY 2018 Base
Captain Step 4 (3% above Base)	\$95,264	\$97,169	\$99,113
Captain Step 3 (2% above Base)	\$94,339	\$96,226	\$98,151
Captain Step 2 (1% above Base)	\$93,414	\$95,283	\$97,188
Captain Step 1 (Base)	\$92,490	\$94,339	\$96,226

Lieutenant Step 4 (3% above Base)	\$82,124	\$83,767	\$85,442
Lieutenant Step 3 (2% above Base)	\$81,327	\$82,954	\$84,613
Lieutenant Step 2 (1% above Base)	\$80,530	\$82,140	\$83,783
Lieutenant Step 1 (Base)	\$79,732	\$81,327	\$82,954

Sergeant Step 4 (3% above Base)	\$70,193	\$71,597	\$73,028
Sergeant Step 3 (2% above Base)	\$69,511	\$70,901	\$72,319
Sergeant Step 2 (1% above Base)	\$68,830	\$70,206	\$71,610
Sergeant Step 1 (Base)	\$68,148	\$69,511	\$70,901

Step increases will be based on the member's anniversary date of being promoted to the rank of sergeant

	FY 2015 Base	Defib Stipend	Firearm Stipend	Adjusted		
				Base*	2% COLA	FY 2016 Base Pay**
Captain Step 1 (Base)	\$88,898	\$889	\$889	\$90,676	\$1,814	\$92,490
Lieutenant Step 1 (Base)	\$76,637	\$766	\$766	\$78,169	\$1,563	\$79,732
Sergeant Step 1 (Base)	\$65,502	\$655	\$655	\$66,812	\$1,336	\$68,148

* Adjusted Base includes FY 2015 Base + Defib Stipend + Firearm Stipend

** FY 2016 Base Pay includes Adjusted Base + 2% COLA

Name	Ranking Promotion to Sergeant Date	5 years	10 years	15 years	Step above base or stipend as of 7/1/2015
Conroy, Paul	12/8/1996			12/8/2011	3%
Curran, James	11/8/1998			11/8/2013	3%
Flynn, Richard	8/26/2001		8/26/2011	8/26/2016	2%
Flaherty, Juliann	8/26/2001		8/26/2011	8/26/2016	2%
Pedrini, Richard	8/26/2001		8/26/2011	8/26/2016	2%
Kelly, Daniel	4/29/2007	4/29/2012	4/29/2017	4/29/2022	1%
Kiernan, Sean	4/29/2007	4/29/2012	4/29/2017	4/29/2022	1%
Kiernan, Brendan	10/12/2008	10/12/2013	10/12/2018	10/12/2023	1%
Kerr, Ronald	10/12/2008	10/12/2013	10/12/2018	10/12/2023	1%
Sheehan, Michael	9/13/2009	9/13/2014	9/12/2019	9/13/2024	1%
Flynn, Michael	9/13/2009	9/13/2014	9/12/2019	9/13/2024	1%
Gallagher, Bryan	9/25/2011	9/25/2016	9/25/2021	9/25/2026	\$400
Flavin, Gregory	6/24/2012	6/24/2017	6/24/2022	6/24/2027	\$400
Kiernan, James	1/5/2014	1/5/2019	1/5/2024	1/5/2029	\$400

+ Stephen Kupekka \$400

+ Robert Pedrini \$400

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ARLINGTON
AND
THE ARLINGTON RANKING OFFICERS ASSOCIATION
(collectively "the parties")**

September 2012

WHEREAS, the Town of Arlington ("Town") and the Arlington Ranking Officers Association ("AROA") have been negotiating for a successor to their July 1, 2010 through June 30, 2012 collective bargaining agreement; and

WHEREAS, the Town and AROA have come to terms relative to a successor agreement, subject to ratification by the membership of AROA and funding by the next Arlington Town Meeting as required by M.G.L. c. 150E; and

WHEREAS, the parties have agreed to execute this Memorandum of Agreement ("MOA") pending drafting of a fully integrated and updated successor collective bargaining agreement; and

WHEREAS, The parties have agreed that their collective bargaining agreement in effect from July 1, 2010 through June 30, 2012 shall remain in full force and effect except as modified by this MOA;

NOW THEREFORE, The Town and AROA agree as follows:

1. **Article XVII: Duration** Amend Article XVII (*Duration of Agreement*) to reflect that the parties' collective bargaining agreement shall be in effect from July 1, 2012 through June 30, 2015 and shall continue in effect thereafter during negotiations for a successor agreement.

2. **Appendix A: Salaries Plan**

Fiscal Year 2013 (July 1, 2012 through June 30, 2013) – (3% across the board wage increase): Accordingly, effective July 1, 2012, the salaries in effect on June 30, 2012 for employees represented by the bargaining unit shall be increased by 3%. This salary increase will result in a retroactive salary payment to eligible employees of the bargaining unit.

Fiscal Year 2014 (July 1, 2013 through June 30, 2014) – (2.75% across the board wage increase): Accordingly, effective July 1, 2013, the salaries in effect on June 30, 2013 for employees represented by the bargaining unit shall be increased by 2.75%.

Fiscal Year 2015 (July 1, 2014 through June 30, 2015) – (2.75% across the board wage increase): Accordingly, effective July 1, 2014, the salaries in effect on June 30, 2014 for employees represented by the bargaining unit shall be increased by 2.75%.

A copy of the revised Appendix A Salary Plan is appended to and incorporated into this MOA as Exhibit 1.

3. **Article XV: Salary Schedule** Effective July 1, 2013, Amend Article XV (*Salary Schedule*) by adding a new Section 7, entitled Staff Assignment Premium.

Staff Assignment Premium Employees represented by the bargaining unit who are regularly assigned to the Support Services/Training, Traffic/Parking OIC, or Details & Licensing functions shall be paid a five percent (5%) staff assignment differential. The staff assignment differential shall not be included in base pay for the purpose of calculating contractual overtime pay, but shall be included in FLSA overtime pay, sick pay, paid injured leave, holiday pay and vacation pay, and shall be deemed regular compensation for retirement/pension purposes to the extent permitted by law.

4. **Article IV: Management Rights, Employer Obligations and Employee Benefits and Practices** As a housekeeping matter, amend Article IV, Section 4, by deleting the reference to Article 7c of the Town Bylaws and replacing it with Title I, Article 6, of the Town Bylaws.

5. **Article VII: Hours of Work and Overtime** Amend Article VII (*Hours of Work and Overtime*), Section 9, by adding the following new paragraph (D.)

D. Employees may not accrue more than 80 hours of compensatory time. Employees who have more than 80 hours of compensatory time in their compensatory time bank as of July 1, 2013 shall cease to accrue additional compensatory time until such time as the balance in their compensatory time bank has dropped below 80 hours. Employees receiving compensatory time for meritorious service (officer of the year, meritorious service, firearms proficiency, etc.) may exceed the 80 hour cap by the number of hours awarded for such meritorious service but not to exceed any cap established by state and/or federal law. Employees earning compensatory time while on voluntary training assignments and who exceeds 80 hours of compensatory time during such assignment shall be compensated pursuant to Article VII (i.e. overtime) of the CBA for those hours that exceed the 80 hour cap.

6. **Article XVI: Miscellaneous** Amend Article XVI (*Miscellaneous*) by adding (*new*) Section 16 "Promotions Within Bargaining Unit"

Promotions Within Bargaining Unit – Assessment Centers

When making a promotion to Police Lieutenant or Police Captain, the Appointing Authority (Town) may, in its discretion, use the traditional written examination or weighted/graded partially delegated assessment center. For purposes of establishing the eligibility list for the weighted/graded promotional process the partially delegated assessment center evaluation will count as 40% of the candidate's overall qualification for promotion, with the traditional examination as another 40%, and training and experience as the remaining 20%.

7. **Article XIV: Uniform and Clothing Allowance** Amend Section 1 of Article XIV (*Uniform and Clothing Allowance*) by:

Deleting: Effective July 1, 1997 each member shall receive an annual uniform and clothing allowance of six hundred and fifty dollars (\$650) to purchase uniforms and clothing needed for the performance of police duties (all as is more specifically set forth in section 6 below and Appendix "A" hereto attached)

Adding: Effective July 1, 2013 each member shall receive an annual uniform and clothing allowance of seven hundred and fifty dollars (\$750) to purchase uniforms, clothing, and body armor needed for the performance of police duties (all as is more specifically set forth in Appendix "A" attached hereto)...

Adding: Section 6 (*new*) of Article XIV (*Uniform and Clothing Allowance*)
Effective July 1, 2013, all members of the Arlington Ranking Officer's Association are required to continually possess body armor that has been approved by the Chief, is in serviceable condition and which is within the manufacturers predetermined life expectancy (currently 5 years). In order to for members to maintain compliance with this requirement they will eventually need to purchase their own body armor. The expense of purchasing body armor shall be borne by each member but may be made from the member's annual uniform/equipment allowance. Any time spent by a member purchasing their body armor, including the scheduling of the fitting, the fitting, the purchase, the pick-up and any other administrative matters, is not considered work time and is not eligible for overtime. Body armor that is no longer serviceable due to wear or service and body armor that has exceeded the manufacturers predetermined life expectancy (currently 5 years), shall be promptly replaced by the employee. The members are required to ensure that their body armor is immediately available to them at any time while on duty (including detail) and shall be immediately available for inspection at any time while on duty. Members are responsible for the proper storage, maintenance, and care of body armor in accordance with the manufacturer's instructions.

9. **Article XIII Group Insurance** – Amend Article XIII (*Group Insurance*) by deleting the existing language and replacing it with the following:

As Town employees, effective January 1, 2012 and pursuant to M.G.L. c 32B, §23, were accepted into the GIC for the purposes of health insurance coverage. The parties agree that the employee premium contribution rates in effect as of the execution of the agreement shall remain in effect subject to the following changes:

Effective July 1, 2013*

PLAN	Employee's Premium Contribution Rate
Indemnity Plans	25%
PPOs and POS Plans	20%

HMOs 15%

All Plans Employees hired on or after December 1, 2011 shall pay 25%

If, during the term of this agreement, Town employees are transferred out of the GIC, the employee premium contribution rates shall be as follows:

HMOs 15%

All other plans 25%

All Plans Employees hired on or after December 1, 2011 shall pay 25%

* The Town shall appeal to the Group Insurance Commission to allow as soon as practicable, for members of the union to contribute 20% towards the cost of PPOs. The Union acknowledges that current regulations mandate the GIC must be notified by 1/1 for changes on 7/1 in a calendar year.

10. **MOA is Off-The-Record.** The parties agree that this MOA shall be off the record for purposes of bargaining history unless and until AROA has ratified this MOA and the Town Manager has approved this MOA.
11. **Ratification.** The parties agree that this MOA is subject to ratification by the AROA membership and funding by Town Meeting.

Agreed to subject to the conditions in paragraphs 10 and 11 above by

The Town of Arlington
by its Town Manager



Adam Chapdelaine

The Arlington Ranking Officers Association
by



Richard Pedrini



Paul Conroy

APPENDIX A

Ranking Officers Association Classification and Salary Plan

Effective July 1, 2012 (Fiscal Year 2013) (reflect a 3.0% increase from FY2012)

<u>RANK</u>	<u>ANNUAL SALARY</u>
Sergeant	\$62,043.
Lieutenant	\$72,589.
Captain	\$84,204.

Effective July 1, 2013 (Fiscal Year 2014) (reflect a 2.75% increase from FY2013)

<u>RANK</u>	<u>ANNUAL SALARY</u>
Sergeant	\$63,749.
Lieutenant	\$74,586.
Captain	\$86,519.

Effective July 1, 2014 (Fiscal Year 2015) (reflect a 2.75% increase from FY2014)

<u>RANK</u>	<u>ANNUAL SALARY</u>
Sergeant	\$65,503.
Lieutenant	\$76,637.
Captain	\$88,898.

**MEMORANDUM OF AGREEMENT
BETWEEN
THE TOWN OF ARLINGTON
AND
THE ARLINGTON RANKING OFFICERS ASSOCIATION
(collectively "the parties")**

September 2012

WHEREAS, the Town of Arlington ("Town") and the Arlington Ranking Officers Association ("AROA") have been negotiating for a successor to their July 1, 2008 through June 30, 2010 collective bargaining agreement; and

WHEREAS, the Town and AROA have come to terms relative to a successor agreement, subject to ratification by the membership of AROA and funding by the next Arlington Town Meeting as required by M.G.L. c. 150E; and

WHEREAS, the parties have agreed to execute this Memorandum of Agreement ("MOA") pending drafting of a fully integrated and updated successor collective bargaining agreement; and

WHEREAS, The parties have agreed that their collective bargaining agreement in effect from July 1, 2008 through June 30, 2010 shall remain in full force and effect except as modified by this MOA;

NOW THEREFORE, The Town and AROA agree as follows:

1. **Duration:** Amend Article XVII (*Duration of Agreement*) to reflect that the parties' collective bargaining agreement shall be in effect from July 1, 2010 through June 30, 2012.
2. **Appendix A: Salaries Plan**

Fiscal Year 2011 (July 1, 2010 through June 30, 2011) – (0% across the board wage increase): Accordingly, the salaries in effect on June 30, 2010 for employees represented by the bargaining unit shall remain in effect from July 1, 2010 through June 30, 2011.

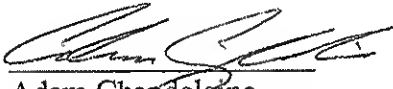
Fiscal Year 2012 (July 1, 2011 through June 30, 2012) – (2.75% across the board wage increase): Accordingly, effective July 1, 2011, the salaries in effect on June 30, 2011 for employees represented by the bargaining unit shall be increased by 2.75%. This salary increase will result in a retroactive salary payment to eligible employees of the bargaining unit.

A copy of the revised Appendix A Salary Plan is appended to and incorporated into this MOA as Exhibit 1.

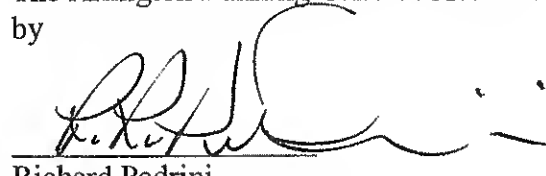
3. **MOA is Off-The-Record.** The parties agree that this MOA shall be off the record for purposes of bargaining history unless and until AROA has ratified this MOA and the Town Manager has approved this MOA.
4. **Ratification.** The parties agree that this MOA is subject to ratification by the AROA membership and funding by Town Meeting.

Agreed to subject to the conditions in paragraphs 3 and 4 above by

The Town of Arlington
by its Town Manager


Adam Chapdelaine

The Arlington Ranking Officers Association
by


Richard Pedrini


Paul Conroy

APPENDIX A**Ranking Officers Association
Classification and Salary Plan****Effective July 1, 2010 (Fiscal Year 2011)**

<u>RANK</u>	<u>ANNUAL SALARY</u>
Sergeant	\$58,624.
Lieutenant	\$68,589.
Captain	\$79,563.

**Effective July 1, 2011 (Fiscal Year 2012) (reflects a 2.75% increase from
FY2011)**

<u>RANK</u>	<u>ANNUAL SALARY</u>
Sergeant	\$60,236.
Lieutenant	\$70,475.
Captain	\$81,751.

MEMORANDUM OF AGREEMENT

BETWEEN

THE TOWN OF ARLINGTON

AND

THE ARLINGTON RANKING OFFICERS ASSOCIATION

January 2010

The Town of Arlington ("Town") and the Arlington Ranking Officers Association ("Union" or "AROA") hereby agree to continue their 2006-2008 collective bargaining agreement in full force and effect through June 30, 2010, except as modified by this Memorandum of Agreement ("MOA") including Appendix A, appended to this MOA.

1. Duration of Agreement

The parties' successor collective bargaining agreement shall be in effect from July 1, 2008 through June 30, 2010.

2. A. APPENDIX A: SALARIES

Year 1: Fiscal Year 2009: Effective July 1, 2008, the salaries in effect on June 30, 2008 (FY2008) for employees represented by the bargaining unit shall be increased by 2.5%. A copy of the revised Appendix A Salary Plan (with the 2.5% increase) is appended to and incorporated into this MOA as Exhibit 1.

Year 2: Fiscal Year 2010: 0% increase

The Town agrees to reopen the salary provision in the collective bargaining agreement for FY 2010 if the Town agrees to an across-the-board general salary increase with any Town union greater than 0% in FY 2010. (This reopening shall not apply to agreements reached between the Arlington School Committee with unions in the school department nor shall it apply to an award by a JLMC arbitrator/panel of greater than 0%.) The Town further agrees to reopen the salary provision in the collective bargaining agreement in FY2010 if the Arlington School Committee and the Arlington Education Association -Unit A (teachers) agree to an across-the-board salary increase in FY 2010 as a quid pro quo for agreeing that the Town can provide health insurance through the GIC.

B. Article XII - QUINN (Effective July 1, 2009)

The parties agree to replace the current Article XII with the language in Exhibit 2 appended to this MOA. (The parties agree to substitute "Town" for "City" in such Exhibit.)

3. Annual Accreditation Stipend (Effective July 1, 2008)

Whereas the Ranking Officer's Association and the Town recognize the value of obtaining and maintaining a Police Department certified and/or accredited by the

Massachusetts Police Accreditation Commission and/or the National Commission on Accreditation for Law Enforcement Agencies, Inc. (known as "CALEA") and in consideration of the on-going work of the ranking officers in achieving and maintaining such status, effective July 1, 2008 there shall be a \$400 annual stipend for the on-going work associated with certification/accreditation. (Such stipend shall constitute regular compensation for purposes of pension.)¹

4. Article V, Section 7 (Just Cause)

Effective upon ratification of this MOA, amend Article V, Section 7 by replacing the current Section 7 with the following:

Employees who have completed their probationary period will not be disciplined or discharged without just cause. An employee who has been disciplined or discharged may elect to appeal his/her discipline or discharge to binding arbitration pursuant to the provisions of Section 8 of Chapter 150E, provided that any such election will constitute a waiver of any right to appeal such matter to Civil Service or to the retirement board. An election for arbitration must be made no later than ten (10) days following the Appointing Authority's decision to discipline or discharge, provided that if the tenth day falls on a Saturday or Sunday, the election period will be extended to the following Monday.

5. Article XV, Section 1 (Bi-weekly pay)

Add the following to the end of Section 1 of Article XV:

Bi-weekly pay. The Town may pay employees represented by the bargaining unit on bi-weekly basis starting with the first pay period in FY 2012 or at some later date determined by the Town with 30 days notice to the Association.

Upon implementation of bi-weekly pay, should an employee identify an underpayment in his/her paycheck which is the result of a Town error, as opposed to the employee's failure to properly submit payroll information, the Town agrees within 72 hours, excluding Saturdays, Sundays, and holidays, to issue a check to the employee for such underpayment unless the employee agrees to wait for such payment until his/her next scheduled paycheck. This provision shall not apply to delays in payment for hours under review by the Chief/designee.

6. Off-The-Record

The parties agree that this MOA shall be off the record for purposes of bargaining history unless and until AROA has ratified this MOA and the Town Manager has approved this MOA.

¹ The Union recognizes and agrees that the Town is not making any guarantees or warranties with respect to the pension board's decision regarding the inclusion of the accreditation stipend in regular compensation for purposes of pension. The Town recognizes and agrees that this stipend is payable as an annual benefit in recognition of the cooperation and work associated with obtaining and/or maintaining accreditation and is without regard to the determination of the accrediting agency/agencies with respect to the award of accreditation.

7. **Ratification**


The parties agree that this MOA is subject to ratification by the Union membership, approval by the Town Manager, and funding by Town Meeting at the next regularly scheduled Town meeting (scheduled for the Spring of 2010).

Agreed to subject to the conditions in paragraphs 6 and 7 above by

The Town of Arlington
by its Town Manager


Brian Sullivan

The Arlington Ranking Officers Association
by


Richard Pedrini

APPENDIX A

**Ranking Officers Association
Classification and Salary Plan**

Effective July 1, 2008 (Fiscal Year 2009)

<u>RANK</u>	<u>ANNUAL SALARY</u>
Sergeant	\$58,624.
Lieutenant	\$68,589.
Captain	\$79,563.

Article XI of the parties' collective bargaining agreement shall be amended effective upon the execution of this Memorandum of Agreement (MOA) by deleting the existing language and substituting the following:

"Each eligible employee shall receive compensation for earned educational credits certified by the Massachusetts Board of Higher Education M.G.L. c.41 §108L as of September 1st of each year, equal to a percentage of his/her annual base pay in weekly installments as follows:

<u>Education Level</u>	<u>Current Rates</u>
Associates Degree	10% of base pay
Bachelor's Degree	20% of base pay
Masters/Law Degree	25% of base pay

It is the intent of this Section to guarantee 100% payment by the Town of Education Incentive pay benefits for all bargaining unit members under the terms and conditions of eligibility of M.G.L. c.41 §108L, as amended by St. 2009, c.27, §2, line item 8000-0040 in effect as of September 1, 2009, notwithstanding any legislation which is enacted subsequent to September 1, 2009 and which might affect M.G.L. c.41 §108L, or the Town's reimbursement by the Commonwealth thereunder, and this provision will be broadly interpreted and applied to implement that intent.

If for any reason the Massachusetts Board of Higher Education no longer certifies programs or credits for purposes of newly qualifying any employee for educational incentives under M.G.L. c.41 §108L, the Town shall so credit employees with qualifying educational credits upon completion of degree programs, at any public or private colleges or universities that are the same or similar to degree programs previously certified by the Board of Higher Education, and shall pay such employees the educational incentives for which they so qualify as set forth in paragraph one above.

If for any reason the provisions of this Section cannot be carried out, the Town will, in lieu of payment hereunder, increase the base salaries of all bargaining unit member who had previously qualified for educational incentive benefits under M.G.L. c.41 §108L through the Board of Higher Education pursuant to the first paragraph above, or through the Town under the third paragraph above, by an amount equal to the full percentages for the applicable degrees as set forth in the first paragraph above. Thereafter, the Town will similarly increase the salaries of any bargaining unit employees who were eligible for Quinn benefits as of September 1, 2009 and who later obtain degrees that are the same or similar to those degrees previously recognized by the Board of Higher Education as qualifying for educational incentives by an amount equal to the full percentages for the applicable degrees as set forth in the first paragraph above."

Memorandum of Agreement Between
The Arlington Ranking Officers Association
and
The Town of Arlington

WHEREAS, the Town of Arlington ("the Town") and the Arlington Ranking Officers Association ("the AROA") have been negotiating for a successor contract to the collective bargaining agreement which expired June 30, 2006; and

WHEREAS, the Town and the AROA have come to terms relative to a new agreement between the parties, subject to ratification by the membership of the AROA and funding by the Arlington Town Meeting as required by M.G.L. c. 150E; and

WHEREAS, the parties have agreed to execute a Memorandum of Agreement pending the final drafting of a new agreement;

NOW THEREFORE, the Town and the AROA agree as follows:

1. The existing contract shall continue in force and effect and its terms, except to the extent specifically amended as below, shall be incorporated within the successor agreement. The collective bargaining agreement represents the entire agreement between the parties.

2. Duration. The new collective bargaining agreement will cover the period July 1, 2006 through June 30, 2008. Economic items in this Memorandum of Agreement will be effective on July 1, 2006 unless otherwise specified. Language items in this Agreement shall be effective upon funding by the Arlington Town Meeting unless otherwise specified.

3. Salary Schedule. Amend Article XV, Section 1 to read as follows:

- Effective retroactive to July 1, 2006, wages shall be increased 2.5% across-the-board above the wage rates in effect on June 30, 2006.
- Effective July 1, 2007, wages shall be further increased by 3.5% across-the-board.

- While the 2006-2008 Agreement is in effect, the so-called Sergeants-Patrolmen differential provision shall not be enforceable.
- The Lieutenant-Sergeant differential (17%) and Captain-Lieutenant differential (16%) shall remain in full effect.
- The salary schedules are attached as Appendix A.

4. Article VIII (Court Time) will be amended by deleting the existing language as found in the last clause of the last sentence of Section 1 and by replacing it with the following:

“, but in no event less than four (4) hours such pay.”

This amendment will be effective on July 1, 2007.

5. Article VIII (Court Time) will be further amended by deleting the existing language as found in Section 2 and by replacing it with the following:

Section 2.

a. A member performing court-time duty until 12 noon but ending such duty before 2:00 p.m., after completion of a 12 to 8 shift tour of duty and scheduled to report for his/her “first-half” tour of duty (e.g. commencing at 4 p.m. to 5 p.m.), upon notice prior to 2 p.m. and with the approval of the immediate superior in any instance may report for work two hours later than the scheduled starting time on such day and work until the end, without loss of pay.

b. A member performing court-time duty until 2 p.m. or thereafter after completion of a 12 to 8 shift tour of duty and scheduled to report for his/her “first-half” tour of duty (e.g. commencing at 4 p.m. to 5 p.m.), upon notice prior to 2 p.m. and with the approval of the immediate superior in any instance shall be excused from reporting for work for such shift, without loss of pay.

Section 2b will be effective upon funding of this Agreement.

6. Article IX (Details) will be amended as follows:

a. By deleting the existing language as found in paragraph (k) and by replacing it with the following:

- (k) No paying detail assignment on a Sunday or on legal holidays as defined in Article X herein or between twelve midnight and 8:00 a.m. shall be made until the person, firm, corporation or entity requested or required to have such

detail has agreed to pay the following rates of pay per member thereof, namely, effective on the date of signing, a guarantee of a minimum of four (4) hours pay per detail for each member so assigned. The rates will be at time and one half the regular detail rate of the officer performing such detail or time and one half the applicable supervisory detail rate if a member acts in a supervisory capacity for any fraction thereof.

The increase in premium will be effective no later than thirty (30) days after Town Meeting funds the economic items in this Agreement.

b. By adding sub-section (m) to read:

The premiums in sub-section (k) and (l) above shall not apply to details worked for the Town of Arlington, including the Arlington School Department.

7. Amend Article X (Holidays) by deleting the existing language as found in Section 3 and by replacing it with the following:

Each member shall receive four (4) hours each compensatory time off in lieu of Good Friday and Christmas Eve, each half-holiday. Each member shall receive one day compensatory time off for Easter Sunday. Each member who is scheduled to and does work the complete 4 p.m. to midnight shift on Christmas Eve or any shift on Christmas Day shall be compensated at double the member's applicable rate of pay for all hours worked.

It is understood the new language regarding shifts worked on Christmas Eve and Christmas Day shall be effective in December, 2007.

8. Group Insurance.

a. Amend Article XIII by adding at the end the following:

Employees first hired by the Town on or after July 1, 2007 who are subsequently promoted into the AROA bargaining unit shall contribute to the cost of Health Maintenance Organizations whatever percentage applied to them immediately prior to their promotion.

b. The following plan design changes are agreed:

- Effective July 1, 2007 certain co-pays will be increased as follows:

Prescriptions: HMO Blue and Blue Choice to \$10/20/35 (30 day supply)
E.R.: HMO Blue to \$50
Office Visit: HMO Blue to \$10

- After July 1, 2007, the Town may also implement other co-pay changes, as allowed by the carrier (dependent on settlements) as follows:

Prescriptions: Harvard Pilgrim to \$10/20/35 (30 day supply)
E.R.: Blue Choice to \$75 (HP stays @ \$50)
Office Visit: Harvard Pilgrim to \$10, Blue Choice to \$15

9. Shift Selection. Amend Article XVI (Miscellaneous) by adding the following new section, effective in November, 2007:

Section 17.

The selection of shifts (days or rotating nights) for members assigned to the patrol division, in operations, will be made on an annual basis each January 1st. A shift bid sign up sheet shall be posted on November 1st and shall remain open for a period of 15 days. Assignments to shifts shall be based on a member's seniority within grade. All assignments shall be posted at the close of the sign up period.

10. Assessment Center for Promotions. Amend Article XVI (Miscellaneous) by adding the following new section:

a. Section 18.

The parties agree that an assessment center shall be used as part of the promotional process for the selection of captains within the department. The assessment center shall be in conformance with all civil service laws. Any assessment center conducted shall be limited to a weight of 40% of the overall score, with 40% weight given to the written examination and 20% weight given to a member's training and experience. A candidate for promotion to the position of captain must receive a passing score in each of the components in order to be eligible for promotion. The parties agree that an outside vendor will be used to conduct any assessment center. The AROA shall appoint one member to an advisory panel which shall be convened to participate in the selection process of the vendor. The Town Manager reserves his statutory right to select the vendor. Any vendor selected hereunder shall be approved by the Commonwealth's

Human Resources Division as qualified to administer assessment centers as part of a civil service examination.


b. Upon funding of this Agreement, the Town agrees to call for the next available captain's promotional examination, i.e. October, 2007, as part of the above partially delegated Assessment Center.

11. Duration. Amend Article XVII by deleting the existing language and inserting the following:

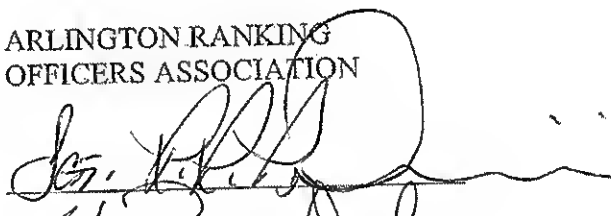
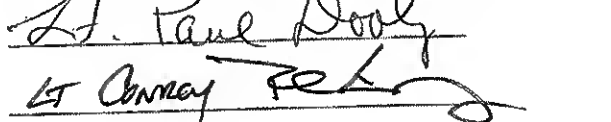
This Agreement shall be effective July 1, 2006 and shall expire June 30, 2008 or upon the date a new Agreement is concluded, whichever is later. Notwithstanding the foregoing, any salary increase negotiated by the Patrolmen for any subsequent year or years shall not be effective, owing or otherwise due to members of this Association unless and until a successor agreement between the Town and the Ranking Officers is agreed upon and ratified

Signed this ____ day of March, 2007 at Arlington, Massachusetts.

TOWN OF ARLINGTON
By its Town Manager


Brian F. Sullivan

ARLINGTON RANKING
OFFICERS ASSOCIATION


Lt. Paul Dooly

Lt. Conway

APPENDIX A

Ranking Officer's Association Classification and Salary Plan

Fiscal Years 2007 and 2008

RANKING OFFICERS ASSOCIATION

FY 2007

SERGEANT	\$55,260
LIEUTENANT	\$64,653
CAPTAIN	\$74,997

RANKING OFFICERS ASSOCIATION

FY 2008

SERGEANT	\$57,194
LIEUTENANT	\$66,916
CAPTAIN	\$77,622